DEC 2 1943

In the Supreme Court of the United States

OCTOBER TERM, 1943

No. 440

ROSE M. O'HARA, Petitioner

vs.

MAURICE J. MURPHY, Special Administrator, et al.
Respondent

REPLY BRIEF FOR PETITIONER

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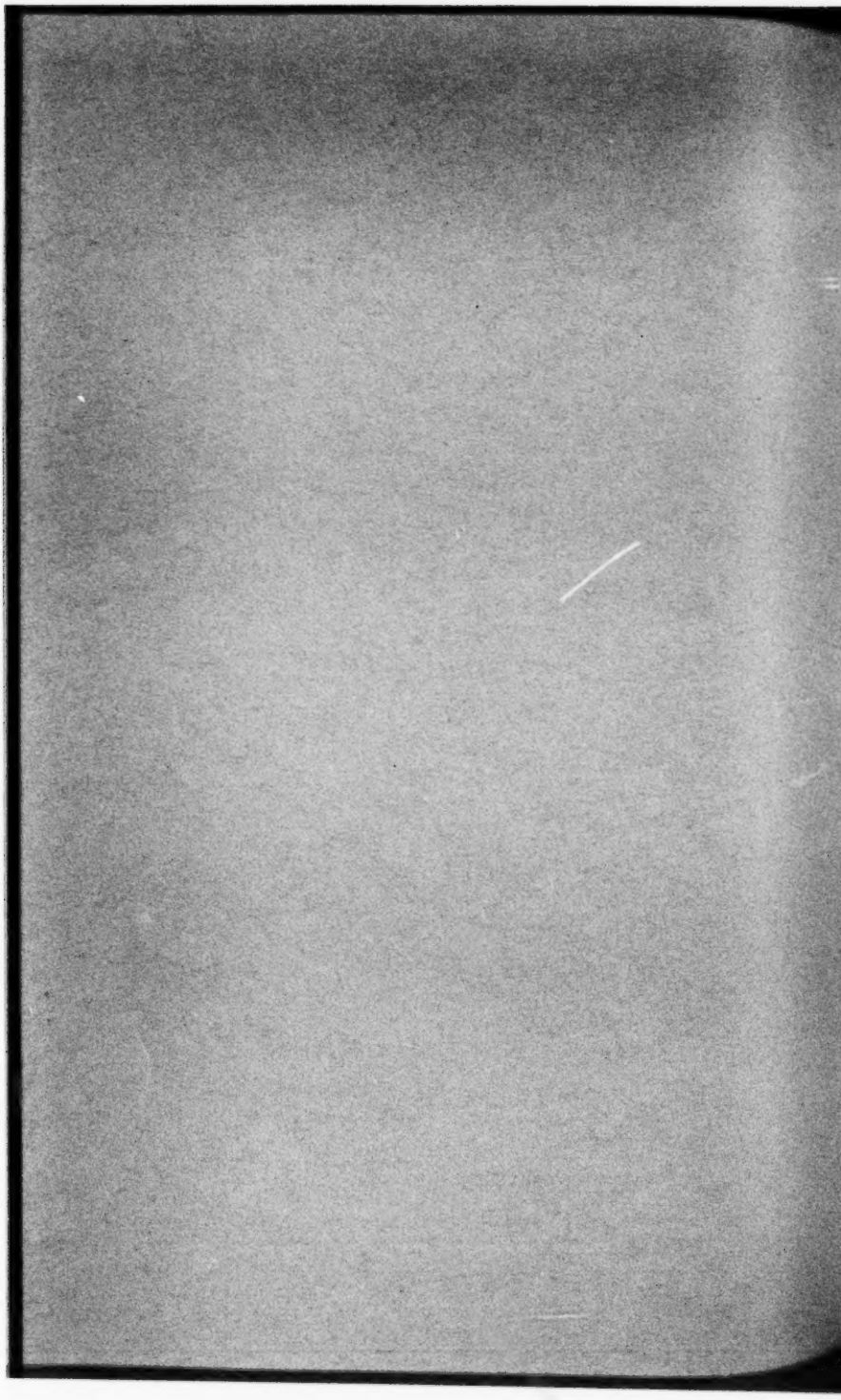

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The respondent admits in his brief on page 2 that

> "the sole material issue involved is whether there was evidence upon which a finding of fact could have been made that the petitioner relinquished * * * her rights to the policies".

The respondent has now shifted his position three times in this case. His first position before the Master was that Mrs. O'Hara never acquired title to the policies; that they were always the property of Mr. O'Hara and therefore now part of his estate. The respondent never admitted before the Master that Mrs. O'Hara acquired title to the policies or claimed that Mrs. O'Hara made a gift of them to her husband.

It was only after the Master found, *without there being any evidence in support thereof,* that Mrs. O'Hara returned

the policies to her husband as a gift "pursuant to an arrangement worked out by counsel" that the respondent adopted that position also. The record shows conclusively that the only tentative arrangement worked out by counsel was predicated solely upon a divorce and financial settlement taking place. (See testimony of Atty. Cross and Atty. Harrington in this brief. Pages 10, 11, 12.) The petitioner firmly states that she never made a gift of the policies as claimed and that the *record contains no evidence to support the finding of a gift, as made by the Master.*

The said U. S. District Court does not discuss the facts in its opinion. If it had, it could never have arrived at its conclusion. It construed the report of the Master to mean that Mrs. O'Hara made a "gift back" of the policies to her husband. The respondent thereafter for the first time adopted the "gift back" theory. Thus he shifted his position from his original one.

After the said U. S. Circuit Court stated "the sole issue is whether Mrs. O'Hara relinquished all her rights in the two insurance policies", the respondent then took his third position and adopted the theory enunciated by the latter court, namely that Mrs. O'Hara "relinquished" her rights to the policies.

There is no evidence in the record to sustain this conclusion unless, from the mere and naked evidence of the alleged delivery as claimed by the witness Broadbent (*infra*) this Honorable Court will say that such evidence is enough to furnish a basis to hold that Mrs. O'Hara made a "gift back" of the policies to her husband on September 21st, and that she thereby "relinquished" her rights to them. We maintain the law requires direct, positive and clear evidence and such evidence *is not to be found anywhere in the record.*

The U. S. Circuit Court likewise does not discuss the facts in its opinion.

The petitioner strongly maintains that if either court would have only treated with the facts in their respective opinions—each court would respectively find that the positive uncontradicted and undisputed testimony, and that the record as a whole, does not present any facts to support the finding of a "gift back" from Mrs. O'Hara to her husband.

It is vitally necessary that this Honorable Court be given a correct statement of the record. The respondent states on page 2 of said brief as follows:

> "* * * The respondent offered evidence to show that the deceased, Walter E. O'Hara, demanded the return of the insurance policies, and engaged Patrick H. Harrington, Esq., to represent him in this matter."

There is no evidence to support the above allegation that a demand was made. The record does not contain any evidence which even presents a basis for a demand by O'Hara for the policies.

The record shows without contradiction that while the attorneys were negotiating for a divorce and settlement, O'Hara, without notifying either of the lawyers, sent Kilbourne, his closest friend and business associate, on September 14th, to request the policies from Mrs. O'Hara. She refused to give them up. Thereupon O'Hara's art of deception sprang into action. On the same day he phoned and later wrote the Insurance Company and represented to its representative that he had lost the policies and asked for duplicate policies. (R. 323.) When told he would have to support his claims with a sworn affidavit, he became abusive and threatened the Insurance Company that he would stop it from doing business in Rhode Island and Massachusetts unless it promptly issued new policies to him. (R. 492-494.) (Ex. 29, 30.) He never gave the affidavit for he knew that if he did, he would be guilty of perjury. (Ex. 36.)

The evidence established, that O'Hara was a treacherous character, that he never gave up once he decided to accomplish a given result; that he was "ruthless and unscrupulous when necessary to obtain his ends". (Master's Report 45.) (R. 839-841, 842, 843.)

O'Hara thereupon promptly changed his tactics *to wrest* the policies away from his wife. On September 15, he instructed Atty. Harrington to help him get the policies from his wife. (R. 815, 816.)

While the negotiations for the said divorce and settlement between counsel for the parties were going on, O'Hara repeatedly tried to see his wife and deal directly with her. He even ignored his own lawyer Patrick Harrington and tried to deal directly with Atty. Cross also. (Ex. 38.) Atty. Harrington admitted that this was O'Hara's way of doing business particularly in family matters. (R. 793, 794.)

While the attorneys were negotiating, O'Hara kept sending his wife many messages pleading forgiveness. (Exs. 10, 16, 17, 18, 19, 45, 46.) He finally broke down his wife's resistance and got her permission to call on her.

Re: September 21, 1940

The *undisputed evidence* established that on the morning of Sept. 21, 1940, O'Hara telephoned his wife just *once* and made arrangements *with her* to send for certain confidential, financial statements and some suitings which were at the Providence home. Mrs. O'Hara agreed. (R. 85-89.) He also notified his wife in that *one and only phone call* that he was sending some furniture which had been taken out of their summer home the night before (the summer season was over and they had to vacate their cottage).

Immediately after the said telephone call, Tony, a truck driver who worked for O'Hara, arrived from Fall River at

the Providence home and after leaving a few small articles for their home, he carried the bulk of the furniture back to the Fall River Mill for storage where it still remains. Mrs. O'Hara took nothing for her own personal use. There was no division of property. (R. 142.)

Tony, before leaving, also gave Mrs. O'Hara a letter which O'Hara *wrote* and *sent directly after* the said telephone call. (R. 326, 328.) It contained the following paragraph.

> (Ex. 10.) "Darling * * * I love you with all my heart, and my absence from you is doing nothing short of killing me. *So you can keep the insurance policies. I rather that you had the proceeds than anyone else in the world.*
>
> Your loving husband
>
> Walter."

Within a few minutes *after* the delivery of the letter, (Ex. 10) Mr. Kilbourne arrived with Mr. Broadbent, employee for O'Hara, at the home of Mrs. O'Hara *just as Tony was leaving the neighborhood of the O'Hara home* for his return trip to Fall River. (R. 336.)

—Happenings at Mrs. O'Hara's Home—
—September 21, 1940—

Kilbourne contradicts Broadbent's story regarding the delivery of the policies on September 21. Both Broadbent and Kilbourne testified they made no request, nor did they even mention the policies to Mrs. O'Hara while at her home. (R. 87, 330.) Both admit that shortly after their arrival, Mrs. O'Hara handed Mr. Kilbourne a sealed envelope with instructions that it be given to Mr. O'Hara. (R. 330, 694,-696); that not a word was said by anyone present respecting the contents of the sealed envelope. Broadbent admitted that during the

aforesaid visit, he did not ask for anything; nor did he enter into the conversation then held; he did not tell Mrs. O'Hara what he came for. (R. 706, 707.); that Mrs. O'Hara expected them and knew what they wanted. (R. 571.) Mrs. O'Hara served them lunch and the two men thereafter departed to return to O'Hara.

Mrs. O'Hara swore that the sealed envelope which she delivered to Mr. Kilbourne for Mr. O'Hara contained certain confidential financial statements of the Annawan Mill, and a cancelled check for $20,000. (R. 89.) The contents of the sealed envelope were called "papers" by Mrs. O'Hara and Broadbent. Broadbent stated that Mrs. O'Hara got the "papers" and gave them to Kilbourne. (R. 696.) No one referred to the contents of the envelope as insurance policies at any time on Sept. 21, 1940.

There is nothing in record in contradiction of the evidence that Mr. Kilbourne is a trustworthy person. He is established as the closest and most trusted friend and confidant of O'Hara; as a tax expert consultant and member in good standing of the U. S. Treasury and Customs Bars for eighteen years, (R. 209, 210), also that Kilbourne had full authority to act for him under a proxy signed by O'Hara valued at $225,000, (Ex. 44); that Kilbourne won two jeopardy tax assessment suits for O'Hara involving $290,000, (R. 306, 308, 683) and that he now has a claim against the O'Hara estate for the latter services. Kilbourne corroborated Mrs. O'Hara, that the only articles in the sealed envelope were the confidential business statements and cancelled check. (R. 337.) Kilbourne denied that O'Hara sent him for policies or that he received policies on Sept. 21st (R. 446, 448.) He swore that it was *O'Hara who opened the sealed envelope* when he delivered it to him in Fall River. (R. 337.)

Broadbent said it was he who ripped open the sealed envelope after he left Mrs. O'Hara's home and that he then

saw the policies in the envelope. *It was only upon this testimony and the testimony of Harrington who said he saw them later at O'Hara's office that the Master concludes a delivery which passed title to the policies.*

There is no testimony to define this delivery as a gift!

Broadbent, when asked to describe the envelope he claims to have opened, could not do it, nor could he tell whether there was any writing on the outside thereof. (R. 689.) Miss Genevieve Foley, private secretary to Mr. O'Hara, swore that Broadbent was definitely prohibited by Mr. O'Hara from opening private or sealed mail addressed to Mr. O'Hara. (R. 761, 764.)

There is no evidence in support of Broadbent except that of Atty. Harrington who testified no further than to say that he saw the policies in O'Hara's possession on Sept. 21st and that O'Hara said he was "G— D— glad to get those policies."

The petitioner respectfully maintains that the aforesaid does not present any legal evidence and basis, even if the petitioner must now be burdened with the weight of the finding that a delivery of the policies, as claimed by Mr. Broadbent, was made on Sept. 21st, to support a finding that such delivery constitutes the making of a gift of the policies by Mrs. O'Hara to Mr. O'Hara as required by law.

Stickney vs. *Stickney, supra,* 131 U. S. 227

Mr. Kilbourne flatly contradicts Broadbent's story. He swore that "*Broadbent never had his hands on that envelope*". (R. 976.) He branded Broadbent's story as false. (R. 973, 974, 975.) Kilbourne has no motive or interest to cause him to so testify except to tell the truth.

Kilbourne testified that when they returned to O'Hara, Atty. Harrington was not there. (R. 336, 454.) Miss Foley corroborated Kilbourne. (R. 995, 996.)

It is very significant that Atty. Harrington who had to admit he has a large financial stake in this case, is the only one who corroborates Broadbent and then in part only and that Broadbent is the only one who corroborates Harrington in part only. Broadbent admitted in cross-examination, that he conferred with Atty. Harrington as much as 36 separate times about appearing as a witness in this case. (R. 703, 704, 748.)

Broadbent's and Harrington's testimony about the alleged delivery *does not prove in law a gift of the policies by Mrs. O'Hara to her husband,* or that she gave up her title to them, as a result of an agreement arranged for by counsel even if full credence is given to their agreed stories. Such delivery alone does not pass title!

Mrs. O'Hara swore that she "entrusted" the policies to her husband on Sunday, September 22nd, for an express purpose only, (R. 148, 149, 179, 180, 225, 226, 229) and with *no intention to part with her title to them.* (R. 225-229.)

Continuing on page 2, the respondent states in his brief:

> "The petitioner engaged Harry P. Cross, Esq., to represent her. At this time a divorce between the parties was contemplated, and, preliminary thereto, the parties made claims to certain properties. The return of the policies was an incident of the contemplated divorce * * *".

Here we have the respondent's admission that the return of the policies was to be part of the said contemplated divorce.

The respondent continues on page 2 of his brief as follows:

> "On September 21, 1940, the negotiations culminated in the return of the policies of insurance to Walter E. O'Hara. The petitioner willingly returned the policies; her counsel assented thereto * * * ".

There is *no testimony in the record supporting the latter statement that Mrs. O'Hara "willingly returned the policies" gratuitously!* We repeat again—let the respondent point out one word—one sentence—on answer—in the record which will sustain the finding of a "gift back" and the petitioner will consent to a decree being entered against her in this case! She contends sincerely and earnestly—*there is no testimony of such character which the respondent can point to* in the entire record!

The petitioner admits she engaged Atty. Harry P. Cross, of Providence, R. I., as her counsel, solely for the purpose of obtaining a divorce and a financial settlement after her husband got drunk and assaulted her on Sept. 8, 1941 and that her attorney promptly began negotiations with O'Hara's attorney, Patrick Harrington, who claims now to be a large creditor against the estate of W. E. O'Hara, to obtain a divorce and such a settlement for her.

We admit that Mrs. O'Hara, through her attorney, did agree as part of said contemplated settlement and divorce that she would willingly give up the insurance policies, safe deposit key and other property, if a divorce and settlement were effected.

The respondent, on page 3 of his brief, states that:

> "The testimony of Patrick H. Harrington, Esq., Harry P. Cross, Esq., and John W. Broadbent support a finding of a gift, in pursuance of previous arrangements worked out by counsel and thereby Mrs. O'Hara relinquished all her rights to the policies."

This is an absolute misstatement of the record!

There is no testimony in the record supporting such a statement. We quote herein the testimony of Atty. Cross and Atty. Harrington on this very point so that this Honorable Court can see how truly baseless the conclusion thus made really is.

(Direct Exam. of Atty. Cross by Attorney for Administrator) (R. 525.)

22 "Q. What was the object of the conferences; what were you seeking if anything to accomplish? A. We were trying to arrange the matter of alimony and arrange for a divorce without unnecessary publicity between Mr. and Mrs. O'Hara. She to bring the divorce proceedings, and the terms were discussed and Reno was discussed; that was about the state of things on that date.

23 Q. Was the amount of alimony discussed? A. It has been from time to time and I find a memorandum here on the 21st, which was the first time any figure appears. There was a proposition of $5,000. payment to Mrs. O'Hara by Mr. O'Hara and she to get the divorce wherever she chose, I think it was. There has been another figure, I think a little larger than that, but Mr. O'Hara finally on the 21st of September, through Mr. Harrington, apparently made a flat proposition that he would do so much. (R. 526.)

* * *

26 Q. Without anything definite on any of their suggestions as far as you know? A. It got to the point on the 21st of September where I understand it was a flat proposition. We were inclined to accept it. (R. 527.)

* * *

(Cross-examination)

57 Q. Her visit to you engaging you as her counsel was at that time with a view of getting a divorce from Mr. O'Hara? A. That is correct." (R. 533.)

* * *

61 Q. At no time in your handling of the matter, then, was there a discussion that she would give any property back if there was no divorce? A. *Absolutely not.* (R. 535.)

69 Q. Also, Mr. Cross, I think you have answered it, but any discussion relative to division of furniture was also on the basis that there would be a divorce? A. Yes, *there were not any negotiations going on between Mr. Harrington* and me that were not looking towards settlement of their differences by divorce up to the 23rd of September, when it was that Mr. O'Hara asked for reconciliation. (R. 536.)

79 Q. When she did authorize you to say that she was willing to deliver or return them, was that also at that point with the thought in mind that there would be a divorce and a settlement made upon her with respect to her future? A. *There is no question about that.*" (R. 539.)

Clearly the lawyers were not negotiating to have their clients make gifts to each other.

(Re-direct examination of Atty. Cross)

88 "Q. I am trying to get the Master clear on it. A. *My understanding clearly was that none of this would have happened if a divorce had not been contemplated.* (R. 542, 543.)

* * *

(Cross-Exam. of Atty. Cross by Master)

114 Q. Yes. So far as that went, it did not make much difference whether the divorce went through or not; that is, as far as that went; that is a fair way to put it, isn't it? He was getting back his own property? A. Yes, but put it another way; if the divorce had not been contemplated, I don't think any giving back or recovery of property would have taken place. *In my mind it was all part of what was going on.*" (R. 552.)

* * *

118 Q. But apparently quite obviously from the letter the delivery or return of those policies was to be a part

of the adjustment that was to be made in connection with the contemplated divorce? A. *That was my understanding of the whole transaction.* (R. 552.)

There is *no testimony* in the record that O'Hara claimed the policies as his own *at any time* after May 1939. The entire testimony shows *only,* that O'Hara wanted and tried to *wrest* them away from his wife knowing all the time that they were his wife's property. (R. 405, 406, 441, 442.)

The safety deposit box key and the other articles referred to in Atty. Cross' letter (Ex. 37) *were never returned* as contemplated, for the negotiations by the attorneys were never concluded.

Atty. Harrington, likewise—though reluctantly—corroborated Atty. Cross that all negotiations between them were predicated upon divorce. He testified in part as follows:

331 "Q. Now in connection with your negotiations with Mr. Cross at that point, when you were negotiating with Cross it was clearly because Mrs. O'Hara had gone to her attorney at that time and wanted a divorce? A. Yes.

* * *

333 Q. All your discussions and conferences with him were on that subject matter, while you negotiated with Cross? A. I was seeking reconciliation, also. (R. 818.)

* * *

The record does not contain any evidence in contradiction of the above.

372 Q. She wanted a divorce? A. Of course. Harry Cross told me what she wanted was divorce, yes. I am not quibbling about that. I told you before that Harry Cross said that." (R. 822.)

As stated no divorce or settlement was ever concluded. They became fully reconciled as husband and wife.

Thus it must be clear that there is no evidence to support the statement as made by the respondent in this brief, or that the attorneys agreed that a gift should pass from Rose O'Hara to her husband.

The Master, at best, based his findings on inferences which are not drawn from proven facts.

He made serious tortious deductions contrary to the evidence in the record.

In the case of *Mary A. Bagley et al* vs. *M. M. Page,* 57 R. I. 186, the Supreme Court of Rhode Island held

> "On undisputed facts and testimony, the appellate court is in as favorable position as the trial court to draw inferences although the findings of the trial court are entitled to great persuasive force."

The Master has not only misapprehended the evidence but has made illogical findings. He has failed to apply the established law to the positive uncontradicted and unimpeached evidence in this case.

It is elementary that no finding can be made which is unsupported by evidence. No inference can be drawn from a supposed fact. His finding that Mrs. O'Hara gave up her title to the policies is predicated upon a series of inferences which he has drawn from other inferences which are unsupported by evidence or premises that are certain.

The inferences, so drawn, even contradict themselves. The Master had to make at least five such successive inferences in order to arrive at his ultimate conclusion that Mrs. O'Hara made a gift of the policies to her husband.

It is settled

> "that the law will not permit the drawing of an inference from a supposed fact of whose existence there is no direct proof."
>
> 22 *Corpus Juris,* p. 65, Sec. 8.

It has been held repeatedly

> "that where findings of a Master which are based wholly upon inferences, the reasonableness of which may be as fairly determined by the Court as by him, any presumption in favor of his conclusions can be of slight importance."
>
> *Kaycoga Land Co.* vs. *Ky. River Coal Corp.*, 110 F. 2d, S. P. 896—CCA 6th Circuit.

To illustrate, the Master found that O'Hara made *only one telephone call to his wife* on the morning of September 21. In this he was right. He then finds that during the said telephone call O'Hara "not unlikely met with some rebuff." *There is no testimony supporting this latter finding!* It is pure conjecture. The Master then finds that immediately *after* the said telephone call, over which O'Hara "likely received some rebuff," O'Hara wrote and sent the following letter to his wife (Ex. 10):

> "Darling: * * * So you can keep the insurance policies. I rather you had the proceeds than anyone else in the world. * * *
>
> Your loving husband,
>
> Walter."

The Master then proceeds to find that immediately *after* sending the letter (Ex. 10) O'Hara dispatched Kilbourne and Broadbent to get the policies from Mrs. O'Hara; that thereupon Mrs. O'Hara delivered the policies to Kilbourne in a sealed envelope; that in so doing, the Master found, that Mrs. O'Hara made a gift of the policies to her husband and thus divested herself of all her title to the same. The latter finding is a conclusion of law and is contrary to law as stated by this Honorable Court in *Stickney* vs. *Stickney*, 131 U. S. 227.

In order to arrive at these conclusions the Master had to make the following inferences:

> 1st. Inference—That the *one* and *only* telephone call of Saturday morning, September 21, *was of a nature other than that which had been established by positive and undisputed and unimpeached evidence.*
>
> 2nd. Inference—That Mr. O'Hara "met with some rebuff" over said *one and only* telephone call.

There is *no evidence* from which these two inferences can be drawn! The Master admits that these findings are inferred. (M. R. 66.)

> 3rd. Inference—That because of "some rebuff" O'Hara underwent a sudden change of mind towards his wife from that expressed by him in his letter Exhibit 10 which he sent to his wife directly *after* the telephone call over which he received the alleged rebuff.

There is *no testimony* supporting this latter inference! The Master then proceeds to even greater speculation and guess work and holds that O'Hara, counting on the *expected effect of the letter* (Ex. 10), did not get it, and thereupon he flew into a rage and dispatched Kilbourne and Broadbent post haste for the policies. What strained reasoning, if Mrs. O'Hara was making a "gift back" of the policies to her husband! What difference does it make whether or not he got the certain effect of his said letter? This does not furnish a basis for O'Hara taking away or demanding—his wife's property!

Let us test the Master's speculative reasoning further. How *could O'Hara possibly know* what the effect of his letter (Ex. 10) was upon his wife before Kilbourne or Broadbent returned to him from Mrs. O'Hara. Clearly until they returned O'Hara had no way of knowing what effect his letter had upon her!

4th. Inference—That because of the *inferred* change of O'Hara's attitude which was caused by the said inferred "rebuff", Mrs. O'Hara thereupon, immediately following the alleged rebuff, proceeded to make a gift of the policies to her husband.

5th. Inference—That at the time of the said alleged delivery of the said policies in the sealed envelope, Mrs. O'Hara intended to divest herself of her title to the policies.

There is *no testimony* establishing Mrs. O'Hara's intention as declared by the Master! There is *no testimony in the entire record* supporting the strained inferential findings of the Master. They are based upon conjecture and surmise and are contrary to the law and the evidence and the clear weight thereof. *There is no open visible connection between the inferences and the evidentiary facts.* The Master tries to explain away the letter (Ex. 10), which O'Hara sent immediately *after* the telephone conversation during which O'Hara is supposed to have met with some rebuff by calling it a "curious inconsistency." This letter was O'Hara's free act and it destroys the Master's inferential reasoning. The Master's premises for these inferences have no foundation in fact.

> The established law is that "an inference cannot be legitimately drawn from another inference or a rebuttable presumption, but only from premises which are certain." (*U. S. F. & Guaranty Co.* vs. *Des Moines National Bank,* 145 Fed. 273.)
>
> See *U. S.* vs. *Ross,* 92 U. S. 281, 284 (Quoted in first brief of petitioner.)

We respectfully hold that the Master has made a decision directly contrary to the established law. The Master forgot the established evidence and became confused for the chronology of events proves that his conclusion cannot logically be reached. It must be apparent that if O'Hara "lapsed into one of his savage fits of temper" because of "some rebuff"

which his wife is *supposed* to have given him during the said telephone conversation held the morning of Sept. 21 so as to cause him to rush Kilbourne and Broadbent to get the policies away from his wife, *and for which* there was no basis (they were properly), it follows that under such circumstances O'Hara would not directly *after* the telephone conversation, write to his wife immediately after the said rebuff: (Exhibit 10)

> "Darling:—* * * you can keep the insurance policies" and "I would rather you had the proceeds than anyone else in the world".

The said *letter* (Ex. 10), *in law* is *also an outright assignment and* waiver of all his rights and interests whatever they might have been at the time in the said policies. It was written and sent by O'Hara to his wife *after* the said *one and only telephone call!*

The policies have been adjudicated as the property of Mrs. O'Hara from May 1939 to and inclusive of Sept. 21, 1940. This finding is not challenged by the Administrator! The Master calls the said letter in his report (Ex. 10) "puzzling" (M. R. 66.) He thus admits he had doubt in his mind but since he had to guess or speculate, he resolved that doubt against Mrs. O'Hara instead of in her favor and thus acted contrary to the established law. Mrs. O'Hara, as a wife, was entitled to every reasonable doubt being resolved in her favor.

The burden of proof to prove Mrs. O'Hara's intention to give up her title to her property rested upon the Administrator. *There is no evidence in the record to overcome that burden!*

—GIFT FROM WIFE TO HUSBAND—

The policies having been determined to be the property of Mrs. O'Hara on Sept. 21, 1940, it thus became the duty and burden of the Administrator to overcome the presumption of

law that the policies in the possession of her husband were not so held by him as trustee for her.

The presumption of law that Mrs. O'Hara did not make a gift of the policies to her husband must be overcome by *clear direct evidence* to the contrary.

Stickney vs. *Stickney,* 131 U. S. 227.

Mere delivery proves nothing, let alone the fact of gift.

We respectfully say *there is nothing in the record*—to overcome the presumption that Mr. O'Hara held the policies as his wife's trustee.

We pray for an opportunity to point out to this Honorable Court the clear unmistakable fact that the Court below has clearly erred and by its decision violated Mrs. O'Hara's constitutional right.

In closing we urge again that respondent be obliged to point out to this Honorable Court the evidence in the record which will support a gift from Mrs. O'Hara to her husband.

Respectfully submitted,

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